in another State for a year at a time was not an abandonment. On the other hand, where the removal is to another part of the same State for similar reasons, the presumption of abandonment seems to be given much less force. Thus, in *Reilly* v. *Reilly* (Ill.) 26 N.E. 604, an absence for nine years with the intention of returning when the growth of the home city would enable the plaintiff to carry on her business as a dressmaker, was held not to be an abandonment of the homestead; likewise, a four years' absence was not an abandonment, *Gardner* v. *Gardner,* 123 Mich. 673, 82 N.W. 522. But vide *White* v. *Roberts,* 112 Ky. 788, 23 Ky. Law Rep. 2187, 66 S.W. 758 and *Burch* v. *Atchison,* 82 Ky. 585, 6 Ky. Law Rep. 636, *contra.*

INSANITY—COURT CANNOT INTERFERE IF DEFENDANT HAS REFUSED TO SET IT UP AS A DEFENCE AT THE TRIAL.—Prisoner was indicted upon two counts, one for causing actual bodily harm to, the other for assault upon a police officer. He successfully pleaded *autrefois acquit* to the first count, but refused to set up insanity as a defence to the second count, and was found guilty. He then applied for leave to appeal against conviction and sentence, and to call for further evidence. Application refused. *James Henry Joseph Hill* (Eng. 1911) 7 Cr. App. R. 83.

A person insane at the time of committing the act cannot be guilty of crime nor can an insane person be tried, sentenced, or punished, CLARK, CR. LAW, p. 61. And when a prisoner stands mute the court may enter a plea of not guilty for him and also submit to the jury the question of his sanity. WHARTON, CR. PL. & PR., § 417; *Reg.* v. *Berry,* 13 Cox Cr. C. 189. But here the prisoner himself put in a defence, and refused to set up the defence of insanity, the court in the principal case saying:—"This is an unusual case * * * The Common Serjeant obviously thought him insane, but as the prisoner refused to set up the defence, this Court cannot interfere; it is a case for the Home Secretary."

INSURANCE—FOREIGN INSURANCE COMPANIES—LIABILITY ON LOSSES OCCURRING AFTER DISSOLUTION. Plaintiff's mortgagor, a resident of South Carolina, procured a policy of fire insurance from the defendant, a Nebraska corporation, licensed to do business in South Carolina. A short time afterward the defendant was declared insolvent, was dissolved and a receiver appointed by the Nebraska courts. More than a year later, and while the receiver was still in charge of the affairs of the defendant, the insured property was destroyed by fire. Plaintiff sued to recover the amount of his policy. *Held,* under the statute subjecting foreign corporations doing business in the State to the laws of the State, and providing that corporations, though dissolved, shall continue to be bodies corporate to prosecute or defend suits by or against them, and to enable them to settle their affairs, a foreign corporation admitted to do business in the State and issuing policies in the State may be sued on a policy issued to a citizen notwithstanding its dissolution in the State of its origin. *Frink* v. *National Mut. Fire Ins. Co.* (S. C. 1912) 74 S.E. 33.

This is a case of first impression in South Carolina, and the court cites

no decision directly supporting the doctrine announced. It is a general principle that "executory contracts of a corporation become nugatory after it is forced into an involuntary liquidation and dissolution." *People* v. *Globe etc. Ins. Co.*, 91 N. Y. 174; *Griffith* v. *Blackwater Boom & Lumber Co.*, 46 W. Va. 56, 1 WILG. CAS. 897; *Malcomson* v. *Wappoo Mills*, 88 Fed. 680; *Spader* v. *Mural Decoration Mfg. Co.*, 47 N. J. Eq. 18. This is put on the ground that the continued existence of the corporation is assumed as the basis of the contract, and the latter ceases to be binding when there is no one left to perform it according to its terms. 1 AM & ENG. CORP. CAS. 586, 594n. However, if the corporation is dissolved voluntarily equity will not recognize its dissolution nor permit the distribution of its assets until its contracts are satisfied. *Tiffin Glass Co.* v. *Stoehr*, 54 Ohio St. 157; *Schleider* v. *Dielman*, 44 La. Ann 462. By the great weight of authority dissolution of an insurance corporation by order of court and the appointment of a receiver *ipso facto* cancels all policies issued by the company on which no loss has occurred at the time of such adjudication. *Todd* v. *German-American Ins. Co.*, 2 Ga. App. 789; 4 JOYCE, INSURANCE, § 3591; *Boston Ry. Co.* v. *Mercantile Trust Co.*, 82 Md. 535; 38 L. R. A. 97; *Doane* v. *Millville Ins. Co.*, 43 N. J. Eq. 522; *Commonwealth* v. *Mass. Fire Ins. Co.*, 119 Mass. 45; 3 COOLEY'S BRIEFS ON THE LAW OF INSURANCE, 2810; *Taylor* v. *North Star Mutual Insurance Co.*, 46 Minn. 198; *Reliance Lumber Co.* v. *Brown*, 4 Ind. App. 92; *Dean & Son's Appeal*, 98 Pa. St. 101; *Boyd* v. *Mutual Fire Ins. Assn.*, 116 Wis. 155; 10 CYC. 1329. The right of the insured to recover a ratable proportion of his paid premium is another question. 17 AM & ENG. ANN. CAS. 801. A dissenting opinion in the principal case contends for application of the doctrine referred to above as supported by the weight of authority.

LIBEL AND SLANDER—QUALIFIED PRIVILEGE—PRIEST AND CONGREGATION.—The defendant, a priest, uttered in a Sunday sermon, words actionable *per se* of a member of his congregation who held a public office. *Held*, the defendant's position gave him no qualified special privilege and if it had, such privilege would have been destroyed by the evident malicious character of the slander. *Hassett* v. *Carroll* (Conn. 1911), 81 Atl. 1013.

Good faith, and a substantial moral or legal duty, are the elemental requisites to make defamatory words qualifiedly privileged. *Coxhead* v. *Richards*, 2 C. B. 569; *Flanders* v. *Daley*, 120 Ga. 885, 48 S. E. 327; *Cameron* v. *Cockran*, 2 Marv. 166, 42 Atl. 454; *Bradley* v. *Heath*, 12 Pick. 163. Malice, sufficient to wipe out the privilege, may be inferred from the defamation, see note 6 L. R. A. 363; 12 L. R. A. (N.S.) 91; but falsity of the statement alone does not raise such inference. *Coogler* v. *Rhodes*, 38 Fla. 240, 21 South 109, 56 Am. St. Rep. 170. In the proper discharge of clerical and pastoral duties, a priest's slanderous words may well be privileged. *Servatius* v. *Pichel*, 34 Wis. 292; *Everett* v. *De Long*, 144 Ill. App. 496. But the principal case is not within this rule. The mere fact that a man is a minister of the gospel does not flavor all his remarks with sincere faith or a moral duty, nor make unlimited the extent of his "interest" in his parishioners. *Gilpin* v. *Fowler*, 9 Ex. 615, 23 L. J. Ex. 152, 18 Jur. 292. *Ritchie* v. *Widdemer*, 59 N. J. L. 290,